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Chief Deputy Director

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COMMUNITY AND SENIOR SERVICES  
OF LOS ANGELES COUNTY

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BOARD OF SUPERVISORS

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*"To Enrich Lives Through Effective And Caring Service"*

December 7, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF THE LOS ANGELES COUNTY WORKFORCE INVESTMENT  
BOARD GOVERNANCE MEMORANDUM OF UNDERSTANDING (MOU) RELATING  
TO THE OPERATION OF THE ONE-STOP DELIVERY SYSTEM IN THE COUNTY OF  
LOS ANGELES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the attached Governance MOU and authorize the Chairman of the Board to sign the Governance MOU, on behalf of the Los Angeles County Board of Supervisors, as the Chief Elected Official (CEO), as required under the provisions of the Workforce Investment Act of 1998 (WIA). County Counsel has approved the Governance MOU (Attachment A) as to form.
2. Authorize and instruct the Chief Deputy Director of Community and Senior Services (CSS), the Director of the Department of Public Social Services (DPSS), and the Executive Director of the Community Development Commission (CDC), or their designees, to sign the Governance MOU on behalf of the Mandated Partner programs administered by their respective Departments for the provision of workforce investment services, and to develop the required exhibits to this Agreement, which will delineate the scope and method by which these services are to be delivered.
3. Authorize the Chief Deputy Director of CSS, or designee, to amend the Workforce Investment Board (WIB) MOU to add or delete non-County partners as needed, provided that the Director reports in writing to the Board of Supervisors within 30 days after execution that such amendments have been executed.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended actions will enable the Los Angeles County WIB to execute and implement the MOU for the Los Angeles County Workforce Investment Area with the mandated partner programs required under the provisions of the WIA, as related to the provision of workforce investment programs and services through a comprehensive One-Stop delivery system in the County of Los Angeles.

The mandatory One-Stop partners identified in the WIA, which are entities responsible for administering human resource and education programs and activities in the Los Angeles County Workforce Investment Area, include the State Employment Development Department (EDD), the Los Angeles Community College Districts serving the Workforce Investment Area, the State Department of Rehabilitation, and Job Corps. These entities administer the following programs:

**Community and Senior Services**

WIA Adult, Dislocated Worker and Youth  
Community Services Block Grant  
Title V-Senior Employment  
Native American Programs

**Employment Development Department**

Job Services  
Unemployment Insurance Programs  
Veteran Employment Information  
NAFTA/TAA

**Public Social Services**

CalWorks

**Community College District**

Post-Secondary Vocational Education  
Adult Education and Literacy

**Community Development Commission**

Housing and Urban Development  
Employment Activities

**Job Corps**

**State Department of Rehabilitation**  
Vocational Rehabilitation

The current recommendation will allow the County to continue the administration of workforce investment programs and services in accordance with the requirements set forth in the WIA.

### Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal 1: Service Excellence.

### **FISCAL IMPACT/FINANCING**

There is currently no cost for the recommended actions, however, financial agreements may be negotiated with each partner annually to clarify funding of services and operating costs of the One-Stop delivery system under the MOU. There is no impact on the County general fund.

Funding for WIA programs operating within the County is contained in funding agreements between One-Stop lead agencies and the County. Each agreement provides funding for identified WIA services and activities and the WIA portion of shared costs for those services. In addition, resource-sharing agreements (RSAs), which are currently being developed, will provide for shared costs and funding arrangements between One-Stop lead agencies and their partners to pay for the proportionate share of the costs of certain operations. RSAs involving County departments will be brought to the Board of Supervisors for approval at a later date.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The WIA was enacted in order to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States. As a provision of this law, the WIB, with the agreement of the Board of Supervisors, must develop and enter into a MOU (between the WIB and the one-stop partners), concerning the operation of the one-stop delivery system in the local area. This MOU must contain provisions that describe the following:

- the services to be provided through the one-stop delivery system;
- how the costs of the system will be funded;
- methods for referral of individuals between the one-stop partners, for the appropriate services and activities; and
- the duration of the MOU and the procedures for amending the MOU during the term of the MOU.

The Honorable Board of Supervisors  
December 7, 2004  
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Additional provisions may be included if determined to be appropriate by the parties to the Agreement, and if they are consistent with the requirements of the WIA. The Governance MOU submitted for consideration contains all mandatory provisions.

The responsibility of the WIB and the County with respect to the method of administration and service delivery in the Los Angeles County Workforce Investment Area are delineated in the Local Workforce Investment Area Five-Year Strategic Plan, which was approved by the Board of Supervisors on October 9, 2001.

On February 12, 2004, the WIB approved the Governance MOU and authorized its Chairperson to execute the agreement on the WIB's behalf. In addition, the MOU was considered, approved and executed by authorized representatives on behalf of all WIA-mandated partners, with the exception of those programs administered by County departments.

The CAO, CDC and DPSS concur in the recommended actions. County Counsel has approved the Governance MOU (Attachment A), as to form.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions will allow the Los Angeles County WIB to continue to provide eligible individuals access to workforce development programs and services in the County of Los Angeles through a comprehensive one-stop delivery system, as required by the WIA.

Respectfully submitted,



CYNTHIA D. BANKS  
Chief Deputy Director

Attachment

c: David E. Janssen  
Raymond G. Fortner, Jr.  
J. Tyler McCauley

JM:MM:AKG



**WORKFORCE INVESTMENT ACT  
MEMORANDUM OF UNDERSTANDING**

*By and Between the Los Angeles County Workforce Investment Board and  
the One-Stop Partners in the Los Angeles County Workforce Investment  
System*

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## **Memorandum of Understanding Workforce Investment Act**

This Memorandum of Understanding is entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the Los Angeles County Workforce Investment Board ("WIB") and the One-Stop Partners in the Los Angeles County Workforce Investment System.

### **RECITALS**

**WHEREAS**, the Workforce Investment Act of 1998 (29 USC § 2801 *et seq.*) ("WIA") reforms federal job training programs and creates a new, comprehensive workforce investment system, which will provide eligible individuals access to a comprehensive one-stop delivery system and core employment-related services; and,

**WHEREAS**, WIA requires that certain identified programs and activities, including but not limited to programs authorized under WIA, the Wagner-Peyser Act (29 USC § 49 *et seq.*), adult education and literacy activities (20 USC § 9201 *et seq.*), and Title I of the Rehabilitation Act of 1973 (29 USC § 720 *et seq.*), be made available to participants through a one-stop delivery system; and,

**WHEREAS**, the Governor of the State of California ("Governor") has designated Los Angeles County as a "local workforce investment area" in accordance with WIA provisions (excluding other local areas within the County's jurisdictional boundaries which have also been designated by the Governor); and,

**WHEREAS**, WIA is structured in a manner which will provide increased flexibility with significant authority reserved for the Governor and County Board of Supervisors ("Board of Supervisors") to build on existing reforms in order to implement innovative and comprehensive workforce investment systems tailored to meet the particular needs of local and regional labor markets; and,

**WHEREAS**, the WIB, which was designated by the County Board of Supervisors to be the "workforce investment board" for the County local workforce investment area, is responsible for working in partnership with the County and One-Stop Partners, to plan and oversee a comprehensive range of workforce development services for job seekers and employers throughout the region; and,

**WHEREAS**, the WIB, with the agreement of the County Board of Supervisors, is required to develop and enter into a memorandum of understanding with the One-Stop Partners concerning the operation of the one-stop delivery system in Los Angeles County; and,

**WHEREAS**, the One-Stop Partners who are parties to this MOU agree that this MOU is a requisite and necessary document which will outline the responsibilities of the parties in administering the one-stop delivery system; and,

**WHEREAS**, the parties agree that the purpose of this MOU is to establish a cooperative and mutually beneficial relationship among the One-Stop Partners and to set forth the relative responsibilities of the Partners insofar as they relate to planning and implementation of individual and mutual duties, obligations, and responsibilities under WIA.



**NOW, THEREFORE**, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of WIA, as administered in the County, the parties do hereby agree as follows:

**SECTION 1. DEFINITIONS.** (a) For purposes of the MOU, including all Exhibits thereto, the following definitions shall govern its interpretation:

- (1) **“ADA”** shall mean the federal Americans with Disabilities Act and successor statutes and implementing regulations. (42 USC § 12101 *et seq.*; see also, 28 CFR § 35.102 *et seq.*; 29 CFR Part 1630 Appendix (Interpretative Guidance on Title I of the Americans with Disabilities Act).)
- (2) **“Board of Supervisors”** or **“Board”** shall mean the County Board of Supervisors.
- (3) **“California’s One-Stop System”** shall mean the system outlined in California’s “One-Stop” plan developed by the State Workforce Investment Board for delivery of One-Stop services in California pursuant to WIA.
- (4) **“Capacity Building”** shall mean the staff training and development of overall professional, One-Stop environment.
- (5) **“CCD”** shall mean the Los Angeles Community College Districts serving the Workforce Investment Area.
- (6) **“CLEO”** or **“LEO”** shall mean the County Board of Supervisors, the chief local elected official over the Los Angeles County Workforce Investment Area.
- (7) **“CDC”** shall mean the County Community Development Commission of the County of Los Angeles.
- (8) **“Core Services”** shall mean those services identified in WIA Section 134, and implementing regulations. (29 USC § 2864, subd. (d)(2); 20 CFR § 662.240.)
- (9) **“Cost Allocation Plan”** shall mean the process agreed to by the One-Stop lead agency and their partners to distribute the shared costs of the One-Stop Center. The cost allocation plan shall be included in the RSA and be in accordance with Office of Management and Budget (OMB) Circulars.
- (10) **“County”** shall mean the County of Los Angeles, California.
- (11) **“Department”** or **“DCSS”** shall mean the County Department of Community and Senior Services.
- (12) **“Director”** shall mean the Director of the County Department of Community and Senior Services.

- (13) **“DPSS”** shall mean the County Department of Public Social Services.
- (14) **“DOR”** shall mean the State Department of Rehabilitation.
- (15) **“EDD”** shall mean the State Employment Development Department.
- (16) **“Electronic One-Stop”** shall mean the automated or on-line One-Stop services such as referral processes, training information, or performance reporting and the necessary hardware or software to provide such services.
- (17) **“Employer Services”** shall mean the One-Stop Services for the employer customers of the system.
- (18) **“Governor”** shall mean the Governor of the State of California.
- (19) **“Intensive Services”** shall mean those services identified in WIA Section 134 and implementing regulations. (29 USC § 2864, subd. (d)(3); 20 CFR § 663.200 *et seq.*)
- (20) **“ITA”** shall mean individual training account made available to customers of the system who have completed necessary levels of core and intensive services and who qualify for training services. (See, 29 USC § 2864(d)(4)(G); 20 CFR § 663.400 *et seq.*)
- (21) **“Local Area”** shall mean the geographical jurisdiction(s) comprising the Los Angeles County Workforce Investment Area as described in WIA Section 116 and designated by the Governor. (29 USC § 2831; 20 CFR § 661.250.)
- (22) **“MOU”** shall mean this Memorandum of Understanding between the WIB, and the One-Stop Partners.
- (23) **“One-Stop Center”** shall mean the location(s) at which the One-Stop Partners may provide access to services within the Workforce Investment Area. One-Stop Centers shall be those identified in Exhibit A to this MOU. The location(s) of the One-Stop Center(s) may be changed by the WIB during the term of the MOU, upon reasonable advance notice of such change to each Partner. Participation by each Partner as to such location(s) shall be governed by an appropriate Operational MOU and Resource Sharing Agreement.
- (24) **“One-Stop Center Operational MOU”** shall mean the binding agreement entered into between the WIB and the One-Stop Operator(s). (29 USC § 2841, subd. (d); 20 CFR § 662.400.)
- (25) **“One-Stop Operator”** or **“Operator”** shall mean any eligible entity or entities designated or certified by the WIB in accordance with WIA Section 121, subd. (d). (29 USC § 2841, subd. (d); 20 CFR § 622.400, *et seq.*). For purposes of this MOU, One-Stop Operator shall also include a One-Stop lead agency which has been certified by the WIB for operation of a One-Stop Center. The One-Stop lead agency shall be responsible for, among other things, maintenance of the One-Stop Center’s certification in accordance with applicable WIA requirements.
- (26) **“One-Stop Partner”** or **“Partner”** shall mean any entity or group of

entities identified in WIA Section 121, subd. (b)(1) and other entities providing human resource programs which join together and are parties to this Memorandum of Understanding. (29 USC § 2841, subd. (b); 20 CFR §§ 622.200, 622.210.).

(27) **“Operational MOU”** shall mean the document prepared and signed by the One-Stop lead agency and their partners to describe the services, referral mechanisms and funding arrangements in place at each One-Stop Center. Together with this MOU and the Resource Sharing Agreement (RSA), the Operational MOU sets forth the rights and responsibilities of all parties with respect to activities and services within the Workforce Investment Area.

(28) **“Participants”** or **“Participant”** shall mean any individual who has been determined to be eligible to participate in or is receiving services under a program provided by a One-Stop Partner through the One-Stop delivery system, including those identified in Section 2 of this MOU.

(29) **“Resource Sharing Agreement”** or **“RSA”** shall mean the document prepared by the One-Stop lead agency and their Partners to describe the shared costs and funding arrangements. The RSA shall consist of the shared costs identified by partners as necessary for the operation of the One-Stop Center, a budget document, the cost allocation plan allocating shared costs among the partners, the resources each Partner will use to pay for their proportionate share of the costs, and a description of the process to be used to reconcile the budgets to the actual costs incurred by each Partner. (See, 29 USC § 2841(b) & (c); 20 CFR § 662.230(b) and § 662.270.)

(30) **“Services”** shall mean the core, intensive, or training services as outlined in WIA Section 134, which must be provided at or through the One-Stop System. (29 USC § 2864; 20 CFR §§ 662.240, 663.200, & 663.300.)

(31) **“Training Services”** shall mean those services identified in WIA Section 134 and implementing regulations. (29 USC § 2864, subd. (d)(4); 20 CFR § 663.300 *et seq.*)

(32) **“State”** shall mean the State of California.

(33) **“WIB”** shall mean the Los Angeles County Workforce Investment Board.

(34) **“Workforce Investment Area”** shall mean that portion of Los Angeles County designated by the Governor as a workforce investment area in accordance with WIA. *See also*, “Local Area.” (29 USC § 2831; 20 CFR § 661.250.)

(b) To the extent there is any inconsistency or conflict in the definitions set forth herein and WIA (29 USC § 2801 *et seq.*), said inconsistency or conflict shall be resolved in favor of the latter.

**SECTION 2. ONE-STOP PARTNERS.** (a) DCSS, DPSS, CDC, EDD, CCD, DOR, and Job Corps currently comprise the required One-Stop Partners which are parties to this MOU. Notwithstanding any other provision of this MOU, additional Partners may be added to this MOU upon action by the WIB, with agreement of the Board of Supervisors.

(b) For purposes of this MOU, each One-Stop Partner has agreed that the programs and activities identified in this Section and relevant to said Partner shall be made available to participants throughout the One-Stop Delivery System in the County. (*See, e.g., 29 USC § 2841, subd.(b)(1)(B); 20 CFR § 662.200.*)

(1) Programs authorized under WIA (29 USC § 2801 *et seq.*) as administered in the Workforce Investment Area, and serving adults, dislocated workers, youth, Job Corps, Native American programs; migrant and seasonal farmworker programs, and Veterans' workforce programs.

(2) Programs authorized under the Wagner-Peyser Act (29 USC § 49 *et seq.*).

(3) Adult education and literacy activities authorized under Chapter 73 of Title 20 (20 USC § 9201 *et seq.*).

(4) Vocational rehabilitation programs authorized under parts A and B of Title I of the Rehabilitation Act (29 USC § 720 *et seq.*).

(5) Welfare-to-Work programs authorized under § 403(a)(5) of the Social Security Act (42 USC § 603(a)(5) *et seq.*).

(6) Senior community service employment activities authorized under Title V of the Older Americans Act of 2000 (42 USC § 3056 *et seq.*).

(7) Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 USC § 2301 *et seq.*).

(8) Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of Title II of the Trade Act of 1974 (19 USC § 2271 *et seq.*).

(9) Activities authorized under chapter 41 of Title 38, USC (local veterans' employment representatives and disabled veterans outreach programs).

(10) Employment and training activities carried out under the Community Services Block Grant (42 USC § 9901 *et seq.*).

(11) Employment and training activities carried out by the Department of Housing and Urban Development.

(12) Programs authorized under State unemployment compensation laws (in accordance with applicable federal law).

(13) TANF programs authorized under part A of title IV of the Social Security Act (42 USC § 601 *et seq.*).

(14) Employment and training programs authorized under section 6(d)(4) of the Food Stamp Act of 1977 (7 USC § 2015(d)(4)).

(15) Work programs authorized under section 6(o) of the Food Stamp Act of 1977 (7 USC § 2015(o)).

(16) Programs authorized under the National and Community Service Act of 1990 (42 USC § 12501 *et seq.*).

(17) Other appropriate programs, including programs related to transportation and housing. Said programs shall be further delineated in an exhibit to this MOU, or such other documents developed or generated in accordance with the provisions contained herein.

(c) Each One-Stop Partner represents and warrants that it is the grant recipient, administrative entity or organization responsible for administering the funds of one or more of the programs or activities set forth in this Section, and that it is not a service provider that contracts with or is a subrecipient of the local administrative entity for such program or activity. (20 CFR § 662.220.)

(d) Each One-Stop Partner agrees that it shall make available to Participants through the One-Stop delivery system the Core Services, if any, that are applicable to the Partner's program(s). (29 USC § 2841, subd. (b); 20 CFR § 662.230.)

(e) Each One-Stop Partner agrees that it shall use a portion of the funds made available to the Partner's program(s), to the extent not inconsistent with the State and/or federal law authorizing the Partner's program(s), to:

(1) Assist in fulfilling the requirements of WIA that may include the establishment and maintenance of a One-Stop delivery system; and,

(2) Provide Core Services. (29 USC § 2841, subd. (b); 20 CFR § 662.230.)

(f) Each One-Stop Partner agrees that it shall participate in the operation of the One-Stop system within the Workforce Investment Area consistent the terms of this MOU and requirements of authorizing laws. (29 USC § 2841, subd. (b)(1)(A); 20 CFR § 662.230.)

(g) Each One-Stop Partner agrees that it shall provide representation on the WIB in accordance with WIA and its implementing regulations. (29 USC § 2832, subd. (b)(2)(A)(vi); 20 CFR § 662.230.)

**SECTION 3. SERVICES.** (a) The One-Stop delivery system in Los Angeles County shall include the provision of Core Services, Intensive Services and Training Services.

(b) **Core Services.** It is the intent of Core Services to move individuals into employment by providing them with information or services outlined in WIA Section 134. (29 USC § 2864, subd. (d)(2); 20 CFR § 662.240.) The parties agree that the following Core Services shall be provided by each of the One-Stop Partners; provided however that said Core Services are authorized and provided under the Partner's program(s):

- (1) Determination of an individual's eligibility to receive assistance under subtitle B of Title I of WIA.
- (2) Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the One-Stop delivery system.
- (3) Initial assessment of skill levels, aptitudes, abilities, and supportive service needs.
- (4) Job search and placement assistance, and where appropriate, career counseling.
- (5) Provision of local, regional and national labor market information (e.g., job vacancy listings, information on job skills necessary to obtain the listed jobs; and information relating to local occupations in demand and the earnings and skill requirements for such occupations).
- (6) Provision of program performance information and program cost information and program cost information on:
  - (A) Eligible providers of WIA training services;
  - (B) Eligible providers of WIA youth activities;
  - (C) Providers of adult education described in WIA Title II;
  - (D) Providers of postsecondary vocational education activities and vocational education activities available to school dropouts under the Carl D. Perkins Vocational and Applied Technology Education Act (20 USC § 2301 *et seq.*); and
  - (E) Providers of vocational rehabilitation program activities described in Title I of the Rehabilitation Act of 1973 (29 USC § 720 *et seq.*).
- (7) Provision of information on how the Local Area is performing on the local performance measures and any additional performance information with respect to the County's One-Stop delivery system.
- (8) Provision of accurate information relating to the availability of supportive services, including child care and transportation, within the Local Area, and referral to such services, as appropriate.
- (9) Provision of information regarding filing for unemployment compensation.
- (10) Assistance in establishing eligibility for:
  - (A) Welfare-to work activities authorized under section 403, subd.

(a)(5) of the Social Security Act (42 USC § 603(a)(5)) available in the Local Area; and

(B) Programs of financial aid assistance for training and education programs that are not funded under WIA and are available in the Local Area.

(11) Follow-up services, including counseling regarding the workplace, for Participants in workforce investment activities authorized under subtitle (B) of Title I of WIA who are placed in unsubsidized employment, for not less than twelve (12) months after the first day of employment, as appropriate.

(c) **Intensive Services.** The parties agree that the following Intensive Services may be provided to Participants by each of the One-Stop Operators directly or through contracts with service providers, which may include contracts with public, private for-profit, and private nonprofit service providers approved by the WIB (29 USC § 2864, subd. (d)(3); 20 CFR § 663.200 *et seq.*); provided however, that said services are based on an assessment or individual employment plan:

(1) Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include:

(A) diagnostic testing and use of other assessment tools; and

(B) in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.

(2) Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the Participant to achieve the employment goals.

(3) Group counseling.

(4) Individual counseling and career planning.

(5) Case management for participants seeking Training Services.

(6) Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

(7) Out-of-area job search assistance.

(8) Literacy activities related to basic workforce readiness.

(9) Relocation Assistance.

(10) Internships.

(11) Work Experience (i.e., planned, structured learning experience that takes

place in a workplace for a limited period of time). (*See*, 20 CFR § 663.200, subd. (b).)

(d) **Training Services.** The parties agree that the Training Services that may be provided under WIA Section 134 (29 USC § 2864, subd. (d)(4); 20 CFR § 663.300 *et seq.*), may include, but are not limited to, the following:

- (1) Occupational skills training, including training for nontraditional employment.
- (2) On-the-job training.
- (3) Programs that combine workplace training with related instruction, which may include cooperative education programs.
- (4) Training programs operated by the private sector.
- (5) Skill upgrading and retraining.
- (6) Entrepreneurial training.
- (7) Job readiness training.
- (8) Adult education and literacy activities provided in combination with services described in any of paragraphs (1) through (7) of this Section.
- (9) Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

(e) **Service Delivery.** In addition to other requirements of this MOU, and to the extent not inconsistent with the State or federal law authorizing or governing the Partner's program(s), the parties agree to the following provisions which are designed to enhance the provision of services through the County's One-Stop delivery system:

(1) Each Partner shall make a good faith effort to utilize technology that is compatible with that use by other Partners to streamline intake, assessment, case management, and tracking of Participants; provided however, that use of such technology in information sharing shall be subject to applicable confidentiality requirements.

(2) To the extent feasible, skill standards, as set forth in the WIB-approved One-Stop certification application, shall be used.

(3) To the extent necessary, each Partner agrees to have its staff participate in cross-agency training and shall undertake appropriate referral of Participants in accordance with Section 4 of this MOU. Each Partner agrees to train and provide technical assistance to the staff of other participating Partners on topics that include but are not limited to eligibility for and scope of its program(s) services and auxiliary aids and services for Participants in its program(s).

(4) Each Partner agrees to participate in the One-Stop Centers' certification



process.

(5) The parties agree that a uniform customer satisfaction system, developed and approved by the WIB, shall be implemented and adhered to.

(6) To the extent applicable, each Partner agrees to be bound by WIB-approved One-Stop system operation and satellite site policies and procedures governing One-Stop Center operation.

(7) Each Partner agrees to comply with applicable protocols for One-Stop operations, customer interactions, and staff interactions as developed and implemented by the One-Stop Operators.

(8) Each Partner shall ensure that services will be provided in accordance with the provisions of this MOU.

(9) Each Partner agrees to cooperate with the WIB and the One-Stop Operator to resolve any instances in which a conflict or inconsistency arises between State and/or federal regulations, procedures, and policies governing the Partner's program(s) (including applicable collective bargaining agreements), and WIB and/or One-Stop Operator policies and procedures.

(f) **Specific Services.** For purposes of this MOU, specific services to be provided by each Partner shall be identified in an exhibit to this MOU. Each Partner shall provide access to its services at or through the One-Stop Centers identified in Exhibit A to this MOU. Each Partner is responsible for determining whether and how access to its services will be provided in each of the One-Stop Centers.

**SECTION 4. METHODS OF REFERRAL.** The parties agree that the methods for referral of individuals between the One-Stop Operator and the One-Stop Partners, for the appropriate services and activities shall be governed by this Section and by relevant State and federal regulations and policies specific to each Partner's program(s).

(a) To the extent not inconsistent with relevant State/federal law governing a Partner's program(s), each Partner agrees to implement WIB-approved processes and forms for common intake and referral among the One-Stop Partners, as applicable, and to monitor and, to the extent necessary, assist the WIB in modifying such processes and forms as necessary.

(b) Each Partner agrees to refer its Participants, applicants and clients to other One-Stop Partners when such individuals may be eligible for the Partner's services.

**SECTION 5. FUNDING.** The parties agree to the following provisions regarding funding of the One-Stop services and system:

(a) Each Partner shall contribute a fair share of the operating costs of the One-Stop delivery system proportionate to the use of the system by eligible individuals or Participants attributable to the Partner's program(s) in support of WIA, consistent with the requirements of the federal law authorizing such program(s). (29 USC § 2841, subd. (b)(1)(A)(ii) and § 2841, subd. (c)(2)(ii); 20 CFR

§§ 662.230(b) and 662.270.) The method used to determine proportionate share shall be described in the Resource Sharing Agreement and reflected in the cost allocation methodology used to distribute shared costs. This methodology shall be consistent with U.S. Department of Labor, Employment and Training Administration guidance entitled "Resource Sharing Methodologies for Workforce Investment Act One-Stop Centers: Methodologies for Paying or Funding Each Partner Program's Fair Share of Allocable One-Stop Costs." (66 FR 29638-29646 (May 31, 2001); hereinafter, the "ETA Guidance.")

(b) **WIA Funding Agreements.** In addition to other agreements, funding for WIA programs operating within the County is contained in funding agreements between One-Stop lead agencies and the County. Each agreement provides funding for identified WIA services and activities and the WIA portion of shared costs for those services. These agreements, which are public documents, may be reviewed by each One-Stop Partner.

(c) **Resource Sharing Agreements.** In addition to WIA funding allocated by the WIB and Board of Supervisors in accordance with authority set forth in WIA and as identified in Section 5(b) herein, One-Stop Partners agree to enter into resource sharing agreements with One-Stop Operators, in accordance with the terms set forth in this Section. To the extent applicable and subject to funding limitations or restrictions applicable to a Partner's program(s), the One-Stop Partners and Operators will share system costs (e.g., those costs associated with operating the one-stop system, including, but not limited to, such costs as operational costs of the One-Stop Center such as annual rent, utilities, equipment, telecommunications and data costs, etc.) and shared services costs (e.g., those costs associated with providing the planned shared services at a single One-Stop Center, including, but not limited to staff associated with providing receptionist, library, common core services, common eligibility determination, costs of the Resource Center within each One-Stop Center, etc.). The RSA shall be made part of the Operational MOU, and provide the funding arrangements agreed-upon by the Partners to pay for the shared costs.

(1) **Cost Allocation Methodology – Systems and Services Costs.** A cost allocation plan for each One-Stop Center shall be developed in accordance with the requirements of WIA as well as the requirements of OMB Circulars A-21, A-87, A-110, and 48 CFR Part 31 as appropriate. The plan shall be consistent with the cost allocation requirements as contained in ETA Guidance and ASMB C-10, *An Implementation Guide to OMB Circular A-87*, published by the US Department of Health and Human Services. The cost allocation plan is a required element of the Resource Sharing Agreement and the Operational MOU.

(2) **Funding Arrangements.** In addition to selecting a method for allocation of on-going shared costs, a Partner may agree to the funding of the shared costs through payment in cash, payments for goods and services, or a combination thereof, and, in limited circumstances and if consistent with the requirements of the federal law authorizing such program(s), through the use of third-party in-kind contributions. Such payments must be agreed to by all of the parties and may be used to fund a Partner's responsibility for shared costs in accordance with the cost allocation plan. The funding arrangements, or resources used to pay for shared costs by each partner, must be included in the RSA.

(3) **Fiscal Leads.** Each WIB-designated One-Stop lead agency, as members of the Partnership, will be responsible for all the fiscal activities as required by the WIB.

(d) **System Support.** The One-Stop Partners commit to align, in accordance with each Partner's program rules and regulations and consistent with the requirements of the federal law authorizing such program(s), available agency resources toward the workforce development system integration over time. Each Partner is responsible for the costs of that Partner in carrying out that Partner's supplemental commitments of Section 3, subd. (b) and Section 5 of this MOU. In no event, except as may be provided in a supplemental agreement, shall any Partner be obligated to pay or reimburse any expense incurred by another Partner under this MOU.

**SECTION 6. WIB ASSURANCES.** (a) The WIB assures that when allocated adult funds for employment and training activities are limited, priority shall be given to recipients of public assistance and other low-income individuals for intensive and training services [WIA, Sections 134]. (29 USC § 2864; 20 CFR §§ 663.310 and 663.600.)

(b) The WIB certifies that all agreements between the WIB and its One-Stop Operators, and all WIB-approved policies and procedures governing One-Stop Center operations, shall include the following assurances:

(1) All services and programs provided by One-Stop Centers shall be in compliance with the ADA.

(2) One-Stop Operators shall assist in coordination of cross-agency training regarding Partner program(s) and related eligibility requirements.

(3) One-Stop Operators shall develop and implement appropriate policies and procedures governing confidentiality of Participant information. Said policies and procedures shall conform to WIB-approved policies, procedures and guidelines, and confidentiality provisions of this MOU, including, but not limited to, Section 7(b) herein.

(4) One-Stop Centers shall recognize and comply with applicable labor agreements affecting represented employees located in the those centers. This shall include the right of access by State labor organization representatives pursuant to the Ralph C. Dills Act (Chapter 10.3 [commencing with Section 3512] of Division 4, of Title 1 of the Government Code).

(5) Employees of each Partner who are located at One-Stop Centers shall remain under the supervision of their employing Partner for all purposes, including but not limited to purposes of performance evaluation, and other matters concerning civil service rights and responsibilities. Those employees performing services at One-Stop Centers shall retain existing civil service and collective bargaining protections on matters relating to employment, including but not limited to hiring, promotion, discipline, and grievance procedures. The WIB and the One-Stop Operator(s) agree to cooperate with each participating Partner in developing and implementing policies and procedures for One-Stop Centers, in order to avoid inconsistencies with a Partner's existing personnel policies, procedures, regulations and collective bargaining agreements, to the extent practicable.

(6) To the extent work-related issues arise at One-Stop Centers between the State employees and operators or supervisors of other Partners, the Operator or other supervisor shall refer such issues to the State employees' civil service supervisor. The One-Stop Career Center Operators

and Partners shall cooperate in the investigation of the following matters: discrimination under the California Fair Employment and Housing Act (Part 2.8 [commencing with Section 12900] of Division 3 of Title 2 of the Government Code), threats and/or violence concerning State employees, and State employee misconduct.

**SECTION 7. ONE-STOP PARTNERS' ASSURANCES.** The One-Stop Partners, and each of them, provide the following assurances and certifications, and agree to the following terms:

(a) **Compliance with Laws.** Each One-Stop Partner certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, and ordinances, including but not limited to WIA; the Civil Rights Act of 1964, 42 USC §§ 2000e through 2000e-17; the federal Fair Labor Standards Act, as amended; the federal Occupational Safety and Health Act of 1970, as amended (29 USC § 651 *et seq.*) and the California Occupational Safety and Health Act and successor statutes, as well as other applicable health and safety statutes, ordinances, regulations and rules; and to the extent applicable, the California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 *et seq.*), as amended, including provision of the requisite certification as set forth therein. All provisions required to be included in this MOU are incorporated by this reference.

(b) **Confidentiality.** (1) Each Partner shall maintain the confidentiality of all records and information, including but not limited to information about the Program applicants, Participants or One-Stop service delivery system customers, in accordance with all applicable federal, State and local laws, regulations, ordinances, and directives, and shall not disclose such information except as expressly authorized by law or court order.

(2) To the extent not inconsistent with the State and/or federal laws and regulations authorizing or governing the Partner's program(s), each Partner agrees to share information necessary for the administration of the County's One-Stop delivery system. All information acquired by each Partner will be accessible by all Partners to avoid unnecessary duplication of services; *provided*, however, that appropriate policies and procedures are adopted by each Partner to ensure compliance with confidentiality requirements of each program. This information will be shared only to the extent permitted by law and regulations requiring confidentiality of Participant records. All labor market information, job leads, programmatic and Participant information, as reported on standard forms, will be accessible to all Partners. All Partners agree to cooperate in developing customer identification, tracking, follow-up, evaluation, performance, and satisfaction data.

(3) Each Partner shall inform all its officers, employees, and agents providing services hereunder of the confidentiality provisions of this MOU.

(c) **Authorization Warranty.** The Partner represents and warrants that the person executing this MOU on behalf of the Partner is an authorized agent who has actual authority to bind Partner to each and every term, condition, and obligation set forth in this MOU, and that all requirements of the Partner have been fulfilled to provide such actual authority.

**SECTION 8. SUPPLEMENTAL AGREEMENTS.** To ensure the utmost flexibility for all Partners which are signatories to this MOU, it is understood and agreed that two or more Partners may enter into separate supplemental agreements among themselves which compliment and/or enhance a Partner's program(s); *provided*, however, that such agreements are not inconsistent with the terms of this MOU and do not impose any duties or obligations on any other party to this MOU without such party's express written consent. Such supplemental agreements, which shall be subject to the terms and

conditions set forth in this MOU, shall be forwarded for information purposes to the WIB and other Partners.

**SECTION 9. WIB MEMBERSHIP.** (a) Notwithstanding any other provision in the WIB organizational documents, the Agreement between the Board of Supervisors and the WIB dated September 15, 2000, as amended, February 2001 and July 2001, or any other governing documents executed pursuant to WIA, and except as otherwise provided in this MOU, the parties recognize that One-Stop Partners who are not signatories to this MOU shall not be permitted to serve on the WIB. (20 CFR § 662.310, subd. (c).)

(b) To the extent the WIB or a Partner terminate their relationship under the terms of this MOU, the parties agree that the involved Partner will enter into good faith negotiations with the WIB in accordance with the alternatives outlined in WIA Section 121. (29 USC § 2841, subd. (c); 20 CFR § 662.310.) During the period of negotiation, the Partner may be permitted to continue to serve on the WIB; provided, however, that should impasse result after a 30 day period, the Partner will not be entitled to serve on the WIB. Any subsequent memorandum of understanding or amendment or modification to this MOU following negotiation shall be subject to agreement/approval by the Board of Supervisors.

**SECTION 10. INDEPENDENT STATUS.** (a) **Independent Contractor.** Notwithstanding the designation of "partner," which is used to identify a coordinated programmatic effort in accordance with WIA, each Partner shall at all times be acting as an independent contractor. This MOU is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County, the WIB and/or each Partner. The employees and agents of one party shall not be, nor be construed to be, the employees or agents of the other party for any purpose whatsoever. Each Partner understands and agrees that all of the Partner's personnel are employees solely of the Partner and not of the County or WIB for any purposes including for purposes of workers' compensation liability.

(b) **No Right to Bind County or WIB.** Each Partner has no power or authority to bind the County or WIB to any obligations, agreements, or contracts.

**SECTION 11. INDEMNIFICATION.** (a) Each Partner shall indemnify, defend and save harmless the County and WIB, and their respective officers, employees and agents from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, without limitation, claims for bodily injury, death, personal injury, or property damage, including damage to County's property, arising from or connected with the Partner's operations or services hereunder (including any Workers' Compensation or FICA suits, liability, or expense) or which may be caused or alleged to be caused by any act, omission to act, on the part of the Partner or any of its employees or agents, resulting in any infringement upon personal rights, such as libel, slander, invasion of privacy, and copyright violation, or by any act or omission to act on the part of the Partner, its employees or agents, which results in a dangerous or defective condition on any County premises, or otherwise arising from or connected with the services provided under program identified hereunder by or on behalf of the Partner by any person pursuant to this MOU.

(b) The County shall indemnify, defend and save harmless each Partner, and their respective officers, employees and agents from and against any and all liability, expense, including

defense costs and legal fees, and claims for damages of any nature whatsoever, including, without limitation, claims for bodily injury, death, personal injury, or property damage, including damage to a Partner's property, arising from or connected with the County's operations or services hereunder (including any Workers' Compensation or FICA suits, liability, or expense) or which may be caused or alleged to be caused by any act, omission to act, on the part of the County or any of its employees or agents, resulting in any infringement upon personal rights, such as libel, slander, invasion of privacy, and copyright violation, or by any act or omission to act on the part of the County, its employees or agents, which results in a dangerous or defective condition on any Partner's premises, or otherwise arising from or connected with the services provided under a program identified hereunder by or on behalf of the County by any person pursuant to this MOU.

(c) Each Partner shall also defend and indemnify the County and/or WIB, as applicable, from any liability arising from the performance of this MOU as a result of disallowed costs identified through an audit of funds received for a Partner's program(s) identified under this MOU, if any, due to the negligent acts or omissions of the Partner in the performance of the identified program and/or this MOU.

(d) In lieu of subsections (a) and (b) above, the following indemnification provision shall apply to those parties to this MOU which are public entities:

In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. The Partners certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

**SECTION 12. TERM.** (a) The term of this MOU shall commence on \_\_\_\_\_, 2004, and shall remain in full force and effect until June 30, 2005, unless terminated earlier in accordance with the terms of this MOU.

(b) To the extent WIA is reauthorized and extended beyond June 30, 2005, or a successor federal program substantially similar to WIA is enacted and implemented prior to that date, the term of this MOU may be extended beyond June 30, 2005, by written agreement between the WIB and each Partner; provided such agreement is approved and executed by both parties in the same manner as this MOU.

**SECTION 13. TERMINATION.** (a) **Termination for Convenience.** (1) Except as otherwise provided in this MOU, the County or WIB may terminate this MOU upon thirty (30) day

written notice (or such shorter period if termination results from non-appropriation of funds) to the any or all Partners without liability for any services to be performed after the date of such cancellation/termination, when such action is deemed by the terminating party to be in the County's or WIB's best interest. Termination of work hereunder shall be effected by delivery to the involved Partner(s) of a Notice of Termination specifying the extent to which performance of work under this MOU is terminated, and the date upon which such termination becomes effective.

(2) Except as otherwise provided in this MOU, any Partner may terminate its involvement in this MOU upon thirty (30) days written notice to the County and WIB without liability for any services to be performed after the date of such cancellation/termination. In the event of termination, the WIB shall repay the Partner for payments made, if any, for services not completed prior to the effective date of such termination.

(b) **Termination for Non-Appropriation of Funds.** The County's and/or WIB's obligation to make monetary payments under the terms of this MOU, if any, is payable only from funds appropriated for the purpose of this MOU. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this MOU extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of Paragraph (a) (Termination for Convenience) of this Section, as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Each Partner in writing of such non-allocation at the earliest time.

(c) **Partner Termination.** Partner termination of its participation in this MOU shall not otherwise affect the validity and continuance of this MOU, nor the obligations of remaining Partners.

#### SECTION 14. GENERAL PROVISIONS.

(a) **MOU Modifications/Amendments .** This MOU fully expresses the agreement of the parties. Except where expressly provided herein, any modification or amendment of the terms or conditions of this MOU must be by means of a separate written document approved by the Partners and the WIB (and/or such official designated by the WIB to enter into such amendment), and agreed to by the Los Angeles County Board of Supervisors; except, however, that each Partner may with notice to the WIB and the Board of Supervisors, amend that exhibit specific to that Partner as it pertains to services provided under this MOU, *provided* the changes in services is required or authorized by the statutory or regulatory provisions governing the Partner's program(s). No oral conversation between any officer or employee of the parties shall modify or otherwise amend this MOU in any way.

(b) **Assignments.** This MOU may not be assigned, in whole or in part, by any party without the written consent of the other parties and acceptance by the Board of Supervisors. Absent such approval, any attempt to assign this MOU shall be void and shall constitute a material breach of this MOU.

(c) **Subcontracting.** (1) Except as otherwise provided in this MOU, no performance of this MOU or any portion thereof may be subcontracted by the Partner without the prior express written approval of the WIB or its authorized designee.

(2) Any attempt by the Partner to subcontract any performance of the terms or conditions of this MOU without the express written notice to the WIB or its authorized designee shall be null and void and shall constitute a breach of this agreement. In the event of such a breach, the WIB may terminate this MOU immediately with respect to the offending Partner.

(3) Subcontracts, if any, shall be made in the name of the Partner and shall neither bind nor purport to bind the County or WIB. The making of subcontracts hereunder shall not relieve the Partner of any requirement under the terms of this MOU, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractor(s). Approval of the provisions of any subcontract by the WIB shall not be construed to constitute a determination of the allowability of any cost under this MOU or any program identified herein.

(4) Nothing in this subdivision (c) of Section 14 is intended to limit or restrict a Partner from subcontracting for provision of services within its program(s) in accordance with applicable statutory or regulatory provisions governing such program(s).

(d) **Disputes.** (1) The parties agree to communicate openly and directly resolve any problems or disputes related to implementation of this MOU and coordinated provision of services in a cooperative manner and at the lowest level of intervention possible.

(2) To the extent a Partner is not initially satisfied with resolution of any dispute between the WIB and the Partner regarding the implementation of this MOU or coordinated provision of services reflected in this MOU, that Partner may file, within a reasonable time, a written complaint with the Director for resolution. The Director shall, within five (5) business days of receipt of a written request for review, commence an investigation of the allegations and prepare a written statement of determination and/or findings. The parties agree that a determination/finding by the Director shall be binding on the involved parties with respect to implementation of this MOU; *provided* however, that determinations as to operational issues shall be forwarded to the director or executive officer of the involved parties for ultimate resolution.

(3) Nothing in this subdivision (d) of Section 14 is intended to shift or otherwise abrogate existing statutory or regulatory responsibilities or obligations of a Partner for determinations related to services provided under their respective program(s).

(e) **Notices.** (1) Notice to the parties shall be addressed as follows:

WIB: Richard Nichols, Chair  
Los Angeles County Workforce Investment Board  
3175 West Sixth Street, Room 302  
Los Angeles, California 90020

DCSS: Josie Marquez, Employment & Training Director  
Community & Senior Services  
County of Los Angeles  
3175 West Sixth Street  
Los Angeles, California 90020



Cynthia D. Banks, Interim Director  
 Los Angeles Department of Community and Senior Services  
 3175 West Sixth Street  
 Los Angeles, California 90020

DPSS: Phil Ansel, Director  
 Bureau of Program, Policy, Research & Evaluation  
 Los Angeles County Department of Public Social Services  
 12860 Crossroads Parkway South  
 City of Industry, California 91746-3411

CDC: Carlos Jackson, Executive Director  
 Community Development Commission  
 2 Coral Circle  
 Monterey Park, California 91755

EDD: Mary Lyn Pitassi, Chief  
 Los Angeles County Job Services Division  
 Employment Development Department  
 1231 South Gerhart Avenue  
 Los Angeles, California 90022

DOR: Stephen Jensen  
 District Administrator  
 Department of Rehabilitation  
 5900 Sepulveda Boulevard  
 Van Nuys, California 91411

CCD: John Clerx  
 Associate Vice Chancellor  
 Los Angeles Community College District  
 770 Wilshire Boulevard  
 Los Angeles, California 90017

Job Corps: Joyce Loudon  
 1106 South Broadway  
 Los Angeles, California 90015

(2) Notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(3) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this Paragraph (e), within five (5) working days of said change.

(4) Notwithstanding any other provision of this MOU, in the event of suspension or termination of this MOU, notices may also be given upon personal delivery to any person whose action or knowledge or such suspension or termination would be sufficient notice to the Partner. Actual knowledge of such suspension or termination by an individual Partner or representative shall in any case be sufficient notice.

(f) **Waivers .** (1) Any waiver by the WIB of any breach of any one or more of the covenants, conditions, terms and agreements contained herein shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition, term or agreement contained herein, nor shall failure on the part of the WIB to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements contained herein be construed as in any manner changing the terms of this MOU or stopping the WIB from enforcing the full provision thereof.

(2) No delay, failure, or omission of the WIB to exercise any right, power, privilege or option, arising from any default, nor any subsequent payments then or thereafter made shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

(3) Waivers of the provisions of this MOU shall be in writing and signed by the an authorized representative of the WIB and/or Partner.

(g) **Nonexclusivity.** Nothing in this MOU is intended nor shall be construed as creating any exclusive arrangement with any of the Partners. This MOU shall not restrict WIB from entering into similar memoranda of understanding or agreements with other partners or entities for the purposes set forth in WIA.

(h) **Endorsement.** The Partner shall not, in any manner, advertise, publish or represent that the Board of Supervisors or WIB endorses the services herein provided without the prior written consent of the Board of Supervisors or WIB, as applicable. Any published document, opinion or article referencing the Board of Supervisors or WIB must have prior written consent of the applicable governing body.

(i) **Validity .** The invalidity of any provision of this MOU shall not void or affect the validity of any other provision.

(j) **Governing Law.** This MOU shall be governed by, and construed in accordance with the laws of the State of California. Each Partner agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agrees and consents that venue to any action brought hereunder shall be exclusively in the County of Los Angeles, California.

(k) **Interpretation.** No provision of this MOU is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.

(l) **Entire Agreement .** (1) This MOU constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this MOU.

(2) Each Partner warrants that it has received a copy of this MOU, including all exhibits thereto, if any, and upon its execution, it shall be each Partner's responsibility to retain on file, and to abide by the entire MOU.

(m) **Captions** . The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

[Remaining Page Blank]

**IN WITNESS WHEREOF**, the Los Angeles County Workforce Investment Board and each One-Stop Partner have caused this MOU to be executed on their behalf by their duly authorized representatives.

**LOS ANGELES COUNTY  
WORKFORCE INVESTMENT BOARD**

By: \_\_\_\_\_  
RICHARD NICHOLS, Chair

**ONE-STOP PARTNER –  
LOS ANGELES COUNTY DEPARTMENT OF  
COMMUNITY AND SENIOR SERVICES**

By: \_\_\_\_\_  
JOSIE MARQUEZ, Director  
Employment & Training

By: \_\_\_\_\_  
CYNTHIA D. BANKS, Interim Director  
Aging and Adult Services

**ONE-STOP PARTNER –  
LOS ANGELES COUNTY DEPARTMENT OF  
PUBLIC SOCIAL SERVICES**

By: \_\_\_\_\_  
PHIL ANSEL, Director  
Bureau of Program, Policy,  
Research & Evaluation

**ONE-STOP PARTNER –  
LOS ANGELES COUNTY COMMUNITY  
DEVELOPMENT COMMISSION**

By: \_\_\_\_\_  
CARLOS JACKSON, Executive Director

**ONE-STOP PARTNER –  
CALIFORNIA EMPLOYMENT  
DEVELOPMENT DEPARTMENT**

By: \_\_\_\_\_  
MARY LYN PITASSI, Chief  
Los Angeles County Job Services Division

**ONE-STOP PARTNER –  
CALIFORNIA DEPARTMENT OF  
REHABILITATION**

By: \_\_\_\_\_  
STEVEN JENSEN  
District Administrator

**ONE-STOP PARTNER –  
LOS ANGELES COMMUNITY  
COLLEGE DISTRICT**

By: \_\_\_\_\_  
JOHN CLERX  
Associate Vice Chancellor

**ONE-STOP PARTNER –  
JOB CORPS**

By: \_\_\_\_\_  
JOYCE LOUDEN  
Training Coordinator

The Board of Supervisors of the County of Los Angeles, which is the Chief Elected Official of the Los Angeles County Workforce Investment Area, hereby agrees to the foregoing Memorandum of Understanding by and between the Los Angeles County Workforce Investment Board and the One-Stop Partners in the Los Angeles County Workforce Investment System.

**BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES**

By: \_\_\_\_\_  
Don Knabe, Chair  
Los Angeles County Board of Supervisors

Attested to:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

Approved as to Form:

RAYMOND G. FORTNER, JR.  
County Counsel

By: \_\_\_\_\_  
Deputy